

25. (cancelled)

26. (original) The system of claim 24, further comprising a non-display device coupled to the communications channel to receive non-video data.

27. (original) The system of claim 24, wherein the first and second address decoders each decode a broadcast address in a broadcast message to be processed by the first and second display devices.

REMARKS

Claims 1-5, 8-13, 15-22 and 24-27 have been rejected under 35 USC 103(a) as being unpatentable over U.S. Patent No. 6,078,349 ("Molloy") in view of U.S. Patent No. 5,457,675 ("Suzuki") and U.S. Patent No. 6,501,441 ("Ludtke"). Applicant respectfully traverses this rejection because the cited references do not disclose or suggest every element of any pending claim, as the following analysis shows.

Independent claim 1 recites, *inter alia*, that substantially only those portions of the video image that have changed since a previous update are updated in the video transmission, and that the updates occur at irregular intervals. This limitation of irregular intervals was previously in claim 4, which has now been cancelled as redundant. The

office action admits that Molloy does not teach updating only those portions of the video image that have changed, and relies on Suzuki to provide those missing elements. However, Suzuki is devoted exclusively to the MPEG video format, in which updated video is provided only at regular intervals because there is a separate block of video data transmitted for every display frame.

In addressing this limitation in the previous claim 4, the office action states that "the frequency of updates which could be viewer adjustable or set by manufactures See column 6, lines 16-18." The term "frequency", by definition, involves repetition of something at regular intervals. The fact that the viewer may update the frequency does not make the updates occur at irregular intervals, it merely means the frequency of the regular intervals may periodically be adjusted. If the frequency is set by the manufacturer, it is not even adjustable within a particular device.

Independent claim 22 recites, *inter alia*, that the updates to the first video image have a different protocol than the updates to the second video image transmitted over the same communications channel. This limitation was previously in claim 25, which has been cancelled as redundant. In addressing this limitation in previous claim 25, the office action states that "Molloy teaches communications link (25) which can be computer network or other suitable means. See column 4, lines 7-10." The fact that Molloy may use a computer network does not state or imply that different protocols may be transmitted over the same communications channels. By definition, protocol involves the manner in which data in a transmission is to be interpreted, based on the position of that

data in the transmission. Molloy never discusses anything related to using different protocols on the same communications network.

The remaining pending claims all depend from either claim 1 or claim 22, and therefore contain the same limitations not disclosed or suggested by the cited references.

In addition to the reasons given above, the following claims should be found allowable over the cited prior art for the following additional reasons:

1) The office action states that claims 5, 10 and 11 are rejected under Molloy because Molloy teaches "the frequency of updates which could be viewer adjustable or set by manufactures See column 6, lines 16-18." None of these three claims has anything to do with the frequency of updates. Claim 5 involves irregular intervals between updates being based on detecting a change in the video image (which the office action previously stated is not taught by Molloy), while claims 10 and 11 involve the format of the data, not the frequency of updates.

2) Claim 13 recites time stamping different portions of the video updates before transmission so that the presentation of those video updates may be synchronized based on the time stamps. The office action states that Molloy "teaches about prioritizing one type of transmission over the other, and overriding one particular transmission over the other due to insufficient time. See column 8, lines 34-39." Time stamping involves placing time information data into the data stream. Molloy never discloses or suggests placing time information into the data stream before transmission. Further, the cited portion of Molloy merely states that some portions of the data may not be presented at all

due to time constraints, while the claim requires that both portions be presented, with the synchronization of presentation being determined by the time stamps.

3) Claims 15, 17, 18 and 19 each recite circuits that perform specific operations. The cited portion of Molloy (column 4, lines 58-62) and Ludtke (no text or drawings within Ludtke are even named) do not teach these specific circuits.

Throughout this office action and previous office actions, a great deal of text has been generated that seems to be unrelated to the claims. Many of the specific limitations that are clearly spelled out in the claims, and are pointed to in Applicant's responses, are not even mentioned in the rejections, while much of the text cited in the references relates to technology that is not claimed. 37 CFR 1.104(c)(2) requires that in a rejection, the "pertinence of each reference . . . must be clearly explained." Applicant respectfully requests that the Examiner either:

- 1) Explain how the cited portions of the cited references are relevant to, or least can be interpreted to be relevant to, each of the specifically claimed limitations, or
- 2) Allow the claims.

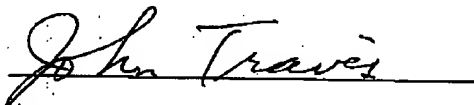
CONCLUSION

For the foregoing reasons, Applicant submits that the application is now in condition for allowance, and indication of allowance by the Examiner is respectfully requested. If the Examiner has any questions concerning this application, he or she is requested to telephone the undersigned at the telephone number shown below as soon as possible. If any fee deficiencies or overpayments are found, please charge any insufficiency or credit any overpayment to Deposit Account No. 02-2666.

Respectfully submitted,

BLAKELY, SOLOKOFF, TAYLOR & ZAFMAN, LLP

Date: 5-13-03



John Travis
Reg. No. 43,203

12400 Wilshire Blvd
Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8300